



ENTERED
12/19/2014

**UNITED STATES BANKRUPTCY
COURT SOUTHERN DISTRICT OF
TEXAS LAREDO DIVISION**

IN RE:

GBG RANCH, LTD

Debtors.

**§
§
§
§**

CASE NO. 14-50155

(Chapter 11)

**ORDER APPROVING SALE OF REAL ESTATE FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §363(f)**

Came on for consideration Debtor's Motion for Authority to Sell Real Estate Free and Clear of Liens, Claims and Encumbrances Pursuant Under 11 U.S.C. § 363(f) (the "Motion") filed by GBG Ranch, Ltd. ("Debtor"). After reviewing the pleadings, hearing the evidence, and conducting an auction, the Court finds as follows:

1. This Court has jurisdiction over the Motion under 28 U.S.C. §§157 and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A).

2. The statutory predicates for the relief sought in the Motion have been met pursuant to 11 U.S.C. § 363

3. Notice of the Motion has been given to all parties entitled thereto.

Notice and opportunity to bid was provided in accordance with the terms and conditions of the Bid Procedures Order [Docket. No. 71]. Such notice constitutes appropriate and adequate notice to all parties-in-interest under the circumstances and complies with §102(1) of the Bankruptcy Code and Rules 2002, 6004, and 9014 of the Bankruptcy Rules. No other or further notice of the Motion or the entry of this Order is necessary.

4. The Qualified Bidders for the auction were timely identified by the filing of the Notice of Qualified Bidders [Docket No. 150].

5. The Qualified Bidders in attendance at the auction were:

- a. Rancho Loma Linda, Ltd., and assigns;
- b. Guillermo Benavides Z., and assigns.

6. Under the circumstances, a reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested parties.

7. Notwithstanding the Motion, for purposes of this Order and the Sale (defined below) the term "Property" means Tracts 1, 2, 8 and 9 consisting of 1,344.44 acres, more or less, out of the Hill Ranch located in Webb County, Texas, and more particularly described by the survey metes and bounds attached hereto as **Exhibit A**.

8. The Debtor has established sound business justification in support of the proposed Sale of the Property, as described in the Contract of Guillermo Benavides Z., attached as Exhibit 2 to the Notice of Qualified Bidders (hereinafter "Buyer") free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. § 363(f) as the highest and best offer after compliance with the terms and conditions of the Bid Procedures Order [Docket No. 71] and conclusion of the auction process by the Court.

9. The Farm and Ranch Contract between GBG Ranch, Ltd., as Seller, and Guillermo Benavides Z., or assigns, as Buyer, (hereinafter referred to as "Buyer") as increased by the final bid accepted by the Court for a total purchase price in the amount of \$4,079,542.40 (the "High Bid Amount") at the auction conducted in Courtroom No. 2B, United States Courthouse, Laredo, Texas (the "Contract") was entered into by the parties in good faith, from arms-length bargaining positions and without collusion. Neither Debtor nor Buyer engaged in any conduct that would prevent the application of 11 U.S.C. § 363(m). Consequently, Buyer is a good faith purchaser under 11 U.S.C. §363(m) and, as such, is entitled to the protections afforded thereby. The sales price of the Property represents the fair market value of the Property and is, therefore, a reasonably equivalent value for the consideration that will be paid by Buyer.

10. Under the circumstances, it is appropriate for this Court to waive the 14-day effectiveness of this Order under Bankruptcy Rule 6004.

11. Pursuant to the announcements in open court, the closing on the sale of the Property to Buyer shall occur on or before January 15, 2015 (the "Closing Date"), at the office of Neel Title Company, Laredo, Texas.

12. In the event that Buyer is unable to close and fully fund the purchase of the Property by January 15, 2015, Rancho Loma Linda, Ltd., as the back-up bidder, presenting a bid in the amount of \$4,029,542.40 (the "Back-Up Bid Amount") shall be authorized to immediately close the purchase of the Property at the Back-Up Bid Amount without further order of this Court.

13. Under the circumstances, it is appropriate for the Debtor to pay the *pro rata* share of 2014 real property taxes, the reasonable and customary costs of sale as calculated on the preliminary HUD 1 Closing Statement from the sale proceeds.

Based upon the foregoing, it is hereby

ORDERED, ADJUDGED and DECREED that:

1. The Motion shall be, and hereby is, granted as provided herein. All objections to the Motion that were not withdrawn or settled on the record on the date of hearing are hereby overruled in their entirety.

2. The Contract and all of its terms and conditions shall be, and are hereby, approved in their entirety. The sale ("Sale") of the Property to Buyer at the High Bid Amount free and clear of all liens, claims and encumbrances, is hereby authorized under 11 U.S.C. § 363(b) and (f) of the Bankruptcy Code, subject to Buyer's payment of the Purchase Price at the closing ("Closing") of the Sale on the Closing Date. Debtor is hereby authorized to execute, deliver, implement and fully perform the Contract, together with all additional instruments and documents that may be reasonably necessary, convenient or desirable to implement the terms of the Contract, and to take any and all further actions as it may be necessary or appropriate to perform the obligations and effectuate the transaction contemplated by the Contract. Subject to the fulfillment of the terms and conditions of the Contract and Buyer's payment of the High Bid Amount on the Closing Date at the Closing, Debtor will transfer, assign and convey to Buyer

all of Debtor's rights, title and interests in the Property pursuant to 11 U.S.C. § 363(f).

3. On the Closing Date, subject to Buyer's payment of the High Bid Amount at Closing, the Property and all of Debtor's right, title and interest therein shall be transferred to and vested in Buyer in accordance with the Contract free and clear of all pre and post-petition "claims", "liens", "security interests" and "encumbrances", expressly including any encumbrance created by the Wind Lease and Easement Agreement recorded as Document No. 942410 and the Corrected Wind Lease and Easement Agreement recorded as Document No. 951469 in the real property records of Webb County, Texas, as those terms are defined in the Bankruptcy Code (collectively, the "Interests"), except as otherwise set forth in this Order or the Contract. All such Interests (except as may otherwise be set forth in the Contract) against the Property shall, in accordance with the terms of this Order, be released, terminated and discharged solely with respect to the Property, and such Interests, to the extent that the same may be valid and enforceable, shall attach to the proceeds of the Sale of the Property, exactly in the order, priority and status that such Interests exist in, on, or upon the Property itself as of the Closing Date.

4. Debtor (and any title company or closing agent or escrow) is authorized and directed to pay the proceeds (net only of allowable closing costs and commissions to the broker(s) as set out in the Contract) from the Sale of the Property first for payment of the pro rata share of the 2014 taxes on the Property,

the total amount of \$1,056,000.00 distributed directly to the members of Quita Wind Energy Company, LLC in accordance with their ownership interest as of the date of closing, and then to the Debtor. The payment shall not be subject to avoidance, surcharge, or disgorgement.

5. Upon closing of the Sale and payment of the High Bid Amount by Buyer, all persons and entities, including, but not limited to, all debt security holders, equity security holders, lenders, tort claimants, litigants, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtor or the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), existing prior to the Closing of the Sale and arising under or out of, in connection with, or in any way relating to, the Debtor, the Property, or the Sale, including Quita Wind Energy Company, LLC, are forever barred, estopped, and permanently enjoined from asserting against Buyer, its successors or assigns, its property, or the Property, such persons' or entities' Interests, except as otherwise set forth in this Order or the Contract. All persons and entities holding Interests of any kind or nature with respect to the Property (except as may otherwise be set forth in the Contract) are hereby directed to execute and deliver all additional instruments and documents which Buyer may deem reasonably necessary, convenient or desirable to evidence the Sale of the Property free and clear of all Interests, including, without limitation, termination statements and releases of liens.

6. This Order is and shall be effective as a determination that, as of the Closing Date, except as may otherwise be set forth in the Contract upon closing of the Sale and payment of the High Bid Amount by Buyer, all Interests, without further action by any other person or entity, have been unconditionally, irrevocably released, discharged and terminated solely with respect to the Property (except as provided in the Contract) and that the conveyance of the Property has been effected free and clear of all such Interests.

7. This Order is a final and enforceable order immediately upon entry. The 14 day stay under Bankruptcy Rule 6004(g) is hereby waived. To the extent necessary, the Court expressly finds there is no just reason for delay and the implementation of this Order, and expressly directs entry of this Order and authorizes Debtor to consummate the transaction as soon as practicable. Time is of the essence in the closing the transaction contemplated by the Contract, and Debtor and Buyer intend to close the transaction as soon as practicable.

8. In the event that Buyer is unable to close and fully fund the purchase of the Property by January 15, 2015, Rancho Loma Linda, Ltd., as the back-up bidder, shall be authorized to immediately close the purchase of the Property at the Back-Up Bid Amount without further order of this Court.

9. The commission payable to LHP Holdings, LLC dba LP Properties shall be determined by the Court on motion and order and, thereafter, paid by the Debtor in accordance with the terms of such order.

10. Pursuant to 11 U.S.C. §363(m), the reversal and modification of this Order on appeal will not affect the validity of the transfer of the Property to Buyer, unless the same is stayed pending appeal prior to the Closing Date and the consummation of the transaction authorized by this Order.

SIGNED this 19 day of Dec., 2014.



UNITED STATES BANKRUPTCY JUDGE

Prepared By:

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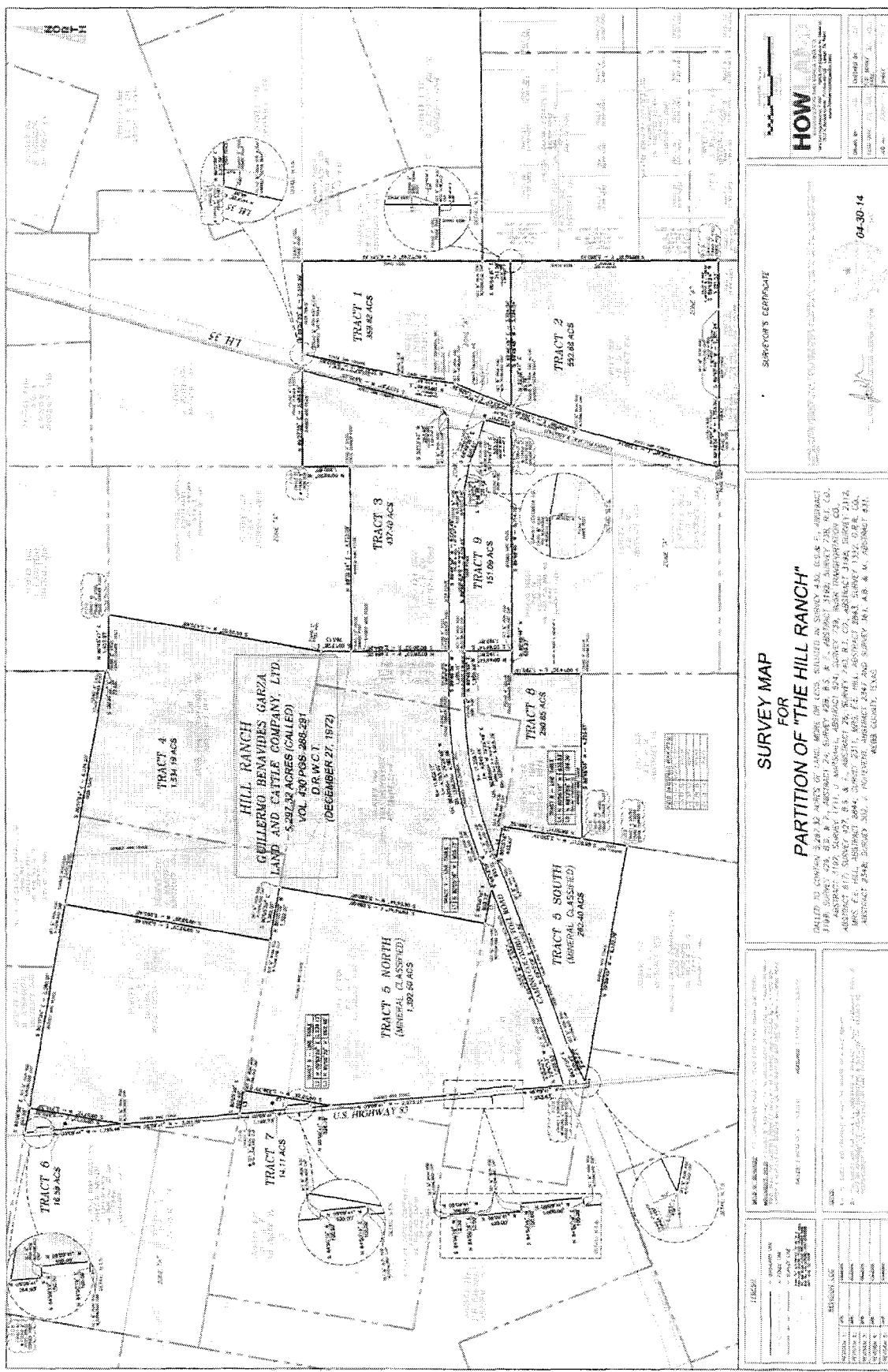
APPROVED BY:

/s/ James A. Hoffman

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Counsel for Guillermo Benavides Z.

EXHIBIT A





**FIELD NOTES
FOR
TRACT 1
359.82 ACRES
WEBB COUNTY, TEXAS**

A tract of land containing 359.82 acres, more or less, out of the "Hill Ranch", called to contain 5,297.32 acres, conveyed to Guillermo Benavides Garza Land and Cattle Company, LTD. in deed dated December 27, 1972, recorded in Volume 430, Pages 288-291, Deed Records of Webb County, Texas. This Tract 1 being out of Survey 302, J. Poitevent, Abstract 2347, Webb County, Texas, and being more particularly described as follows:

BEGINNING at a found 4-inch steel post at a fence corner, at the intersection of the East right of way line of Interstate Highway 35 and the north line of said Survey 302, Abstract 2347, and the south boundary line of Survey 301, J. Poitevent, Abstract 264, for the Northwest corner hereof;

THENCE, N **89°57'55"** E, along an existing deer fence line with the north boundary line of said Survey 302, Abstract 2347, also being the south boundary line of said Survey 301, Abstract 264, a distance of **2,375.59 FEET**, to a found 4-inch steel post at a fence corner on the west boundary line of Survey 1301, T.W.N.G. RR. Co., Abstract 1818, being the northeast corner of said Survey 302, Abstract 2347, also being the southeast corner of said Survey 301, Abstract 264, and the easterly northeast corner of said 5,297.32 acres, for the Northeast corner hereof;

THENCE, S **00°12'49"** E, generally along an existing deer fence line with the east boundary line of said Survey 302, Abstract 2347, being common to the west boundary lines of said Survey 1301, Abstract 1818, a distance of **4,574.70 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, being the northwest corner of a 895.984 acre tract, conveyed to Mirasol Country Estates, Ltd., in deed dated July 12, 2005, recorded in Volume 1869, Pages 437-441, Official Public Records of Webb County, Texas, and also being the northwest corner of Survey 1166, T.W.N.G. RR. Co., Abstract 2435, for a deflection right;

THENCE, S **00°09'21"** E, continuing generally along said existing fence line with the common boundary line of said Survey 302, Abstract 2347 and Survey 1166, Abstract 2435, also being the west boundary line of said Mirasol Country Estates, Ltd., tract, a distance of **713.58 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, (which bears N $89^{\circ}48'46''$ E ~ 6.26 feet from a found 3-inch steel fence post at the southwest deflection in fence, and S $02^{\circ}52'46''$ W ~ 8.64 feet from a found 3-inch steel fence post at the northeast deflection in said fence) at the Southeast corner of said Survey 302, Abstract 2347, also being the northeast corner of Survey 361, A.B. & M., Abstract 831, for the Southeast corner hereof;

THENCE, S **89°48'46"** W, along the common boundary line of said Survey 302, Abstract 2347 and Survey 361, Abstract 831, also being the common boundary line of this tract and Tract 2 of this partition, a distance of **3,724.04 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap on the east boundary line of a 20.292 acre tract conveyed to Camino Colombia, Inc., referred as Tract 1 in deed dated May 12, 1999, recorded in Volume 767, Pages 868-877, Deed Records of Webb County, Texas, being the northwest corner of Tract 2 of this partition, for the Southwest corner hereof;

THENCE, along the east boundary line of said 20.292 acre tract, running parallel to an existing barbed wire fence line, as follows:

N **22°23'47"** E, (Deed call is N $22^{\circ}24'11''$ E), a distance of **1,526.29 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, for a deflection left;

N **08°09'45"** E, (Deed call is N $08^{\circ}09'16''$ E), a distance of **1,410.44 FEET**, to a found bend $\frac{5}{8}$ -inch iron rod, for a deflection right;

N **12°21'32"** E, (Deed call is N $12^{\circ}21'02''$ E), a distance of **2,502.85 FEET**, to a found $\frac{1}{2}$ -inch iron rod with cap marked "Gilpin 5944", for a deflection right;

SHEET 1 OF 2



CONTINUATION:

THENCE, N 14°19'28" E, along the east right of way line of Interstate Highway 35, passing a found steel fence corner post at a distance of 43.61 feet, continuing along an existing barbed wire fence line, for a total distance of **48.30 FEET**, to the **Point of Beginning**, containing 359.82 acres of land, more or less.

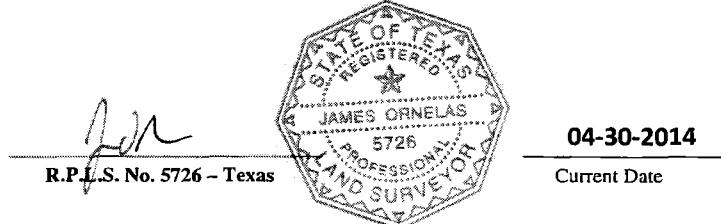
Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Zone (4205).

Monuments Held: A found $\frac{1}{2}$ -inch iron rod on the south right of way line of Camino Colombia Road, being the easterly point of tangency of a curve, and a found $\frac{5}{8}$ -inch iron rod with Carter & Burgess cap, being a break on said south right of way line of Camino Colombia Road.

Called: S 89°46'46" E ~ 5,310.61'

Measured: S 89°46'39" E ~ 5,310.17'

I, **James Ornelas**, Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying Plat correctly represents the results of a survey made on the ground under my supervision and direction.



SHEET 2 OF 2

H:\HOWLAND\SURVEYING\DEPARTMENT\JOBS\2014\23051-14\METES & BOUNDS\TRACT 1.DOC

www.howlandcompanies.com

7615 N. Bartlett Avenue P.O. Box 451128 (78045) Laredo, TX 78041 P. 956.722.4411 F. 956.722.5414
TBPE Firm Registration No. F-4097 TBPLS Firm Registration No. 100464-00



**FIELD NOTES
FOR
TRACT 2
552.68 ACRES
WEBB COUNTY, TEXAS**

A tract of land containing 552.68 acres, more or less, out of the "Hill Ranch", called to contain 5,297.32 acres, conveyed to Guillermo Benavides Garza Land and Cattle Company, LTD. in deed dated December 27, 1972, recorded in Volume 430, Pages 288-291, Deed Records of Webb County, Texas. This Tract 2 being out of Survey 361, A.B. & M., Abstract 831, Webb County, Texas, and being more particularly described as follows:

BEGINNING at a found 4-inch steel post at a fence corner on the west boundary line of Survey 1165, C.C.S.D. & R.G.N.G. RR. Co., Abstract 1008, being the southeast corner of said 5,297.32 acre tract, also being the southeast corner of said Survey 361, Abstract 831, the northeast corner of Survey 362, A.B. & M., Abstract 934, an interior corner of a 1,126.385 acre tract conveyed to Mirasol Country Estates, Ltd, recorded in Volume 1766, Pages 411-416, Official Public Records of Webb County, Texas, and the common corner of Tracts 4, 5 and 22, out of said Mirasol Country Estates, Ltd. tract;

THENCE, S 89°45'24" W, (Deed call is S 89°45'33" W), generally along an existing deer fence line with the common boundary line of said Surveys 361 and 362, being the north boundary line of said 1,126.385 acre tract, a distance of **1,251.53 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, for a deflection right;

THENCE, S 89°48'46" W, (Deed call is S 89°48'55" W), continuing generally along said existing fence line with the common boundary line of said Surveys 361 and 362, being the north boundary line of said 1,126.385 acre tract, a distance of **2,301.94 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, for a deflection right;

THENCE, S 89°48'56" W, (Deed call is S 89°49'05" W), continuing generally along said existing fence line with the common boundary line of said Surveys 361 and 362, being the north boundary line of said 1,126.385 acre tract, passing a found $\frac{1}{2}$ -inch iron rod at a distance of 799.82 feet, being the northwest corner of said 1,126.385 acre tract, continuing for a total distance of **1,753.50 FEET**, to a found 4-inch steel fence corner post on the east right of way line of Interstate Highway 35, for the Southwest corner hereof;

THENCE, N 15°19'40" E, along an existing barbed wire fence line with the east right of way of Interstate Highway 35, a distance of **3,729.14 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap at a fence break, being the south corner of a 20.292 acre tract conveyed to Camino Colombia, Inc., referred as Tract 1 in deed dated May 12, 1999, recorded in Volume 767, Pages 868-877, Deed Records of Webb County, Texas, for a deflection right;

THENCE, along the east boundary line of said 20.292 acre tract, running parallel to said existing barbed wire fence line, as follows:

N 18°50'08" E, (Deed call is N 18°50'29" E), a distance of **1,703.86 FEET**, to a found $\frac{1}{2}$ -inch iron rod with cap marked "Gilpin 5944", for a deflection right;

N 22°23'47" E, (Deed call is N 22°24'11" E), a distance of **85.79 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, at its intersection with the north boundary line of said Survey 361 and the south boundary line of Survey 302, J. Poitevent, Abstract 2347, being the southwest corner of Tract 1 of this partition, for the Northwest corner hereof;

THENCE, N 89°48'46" E, along the common boundary line of said Surveys 302 and 361, also being the south boundary line of Tract 1 of this partition, passing a found 3-inch steel pipe at a break of an existing deer fence line, continuing for a total distance of **3,724.04 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap on the west boundary line of a 895.984 acre tract, conveyed to

SHEET 1 OF 2



CONTINUATION:

Mirasol Country Estates in deed dated July 12, 2005, recorded in Volume 1869, Pages 437-441. Official Public Records of Webb County, Texas, being the northeast corner of said Survey 361, also being the southeast corner of said Survey 302 and the southeast corner of said Tract 1 of this partition, for the Northeast corner hereof;

THENCE, S 00°09'21" E, along the east boundary line of said Survey 361, being common to the west boundary line of Survey 1166, T.W.N.G. RR. Co., Abstract 2435, and said Survey 1165, also being the west boundary line of said 895.984 acre tract and the 1,126.385 acre tract, a distance of **5,282.12 FEET**, to the **Point of Beginning**, containing 552.68 acres of land, more or less.

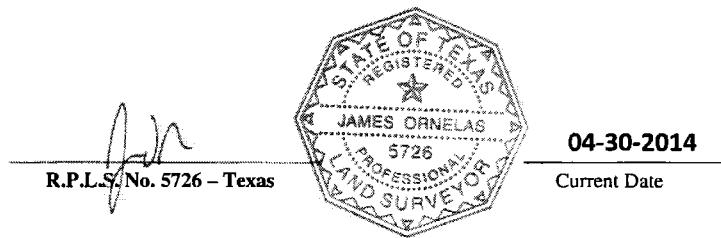
Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Zone (4205).

Monuments Held: A found ½-inch iron rod on the south right of way line of Camino Colombia Road, being the easterly point of tangency of a curve, and a found 5/8-inch iron rod with Carter & Burgess cap, being a break on said south right of way line of Camino Colombia Road.

Called: S 89°46'46" E ~ 5,310.61'

Measured: S 89°46'39" E ~ 5,310.17'

I, **James Ornelas**, Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying Plat correctly represents the results of a survey made on the ground under my supervision and direction.



SHEET 2 OF 2



**FIELD NOTES
FOR
TRACT 8
280.85 ACRES
WEBB COUNTY, TEXAS**

A tract of land containing 280.85 acres, more or less, out of the "Hill Ranch", called to contain 5,297.32 acres, conveyed to Guillermo Benavides Garza Land and Cattle Company, LTD. in deed dated December 27, 1972, recorded in Volume 430, Pages 288-291, Deed Records of Webb County, Texas. This Tract 8 being out of Survey 2312, Mrs. E.E. Hill, Abstract 2844; Survey 740, Rusk Transportation Co., Abstract 3198; Survey 2311, Mrs E.E. Hill, Abstract 2843 and Survey 1322, G.R.R. Co., Abstract 2348, Webb County, Texas, and being more particularly described as follows:

BEGINNING at a found 12-inch wood post on the southeast boundary line of Survey 738, R.T. Co., Abstract 3197, being the southwest corner of said Survey 2312, also being the northwest corner of Survey 365, A.B. & M., Abstract 10 and an interior corner of said 5,297.32 acre tract, for the Southeast corner hereof;

THENCE, N 08°50'11" E, along the common line of said Surveys 2312 and 738, a distance of **2,060.52 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, on the boundary line of said Survey 740, being the northwest corner of said Survey 2312, also being the northeast corner of said Survey 738 and the northeast corner of Tract 5 South of this partition, for an interior corner hereof;

THENCE, N 80°05'16" W, along the common boundary line of said Surveys 740 and 738, passing a fence crossing at a distance of 100.02 feet, continuing for a total distance of **833.83 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap under an existing deer fence line, on the south right of way line of Camino Colombia Road, conveyed to Camino Colombia Inc. in deed dated May 12, 1999, recorded in Volume 767, Pages 868-877, Deed Records of Webb County, Texas, being the northerly corner of said Tract 5 South of this partition, for the Northwest corner hereof;

THENCE, N 69°12'59" E, (Deed call is N 69°13'06" E) along an existing deer fence line with said south right of way line of Camino Colombia Road, a distance of **169.36 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap at a point on a curve, having a Radius of 11,259.17 feet, a Chord Bearing of N 79°29'49" E ~ 4,018.79 feet (Deed call for chord is N 79°29'56" E)

THENCE, generally along said existing fence line with the arc of said curve to the right, a distance of **4,040.44 FEET**, to a found $\frac{1}{2}$ -inch iron rod at a point of tangency of said curve;

THENCE, N 89°46'39" E, (Deed call is N 89°46'46" E), along said south right of way line of Camino Colombia Road, a distance of **1,205.48 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, which bears N 00°49'14" W ~ 4.61 feet, from a found 4-inch cedar fence corner post, on the east line of said Survey 2311, being common to the west line of said Survey 1322, also being the northwest corner of Tract 9 of this partition, for the Northeast corner hereof;

THENCE, S 00°49'14" E, along the common boundary line of this tract and said Tract 9 of this partition, passing said 4-inch cedar fence corner post at a distance of 4.61 feet, continuing generally along an existing barbed wire fence line, for a total distance of **1,192.81 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap on the upper south boundary line of said Survey 1322, being common to the north boundary line of Survey 364, A.B. & M., Abstract 933, also being the north boundary line of a 432.790 acre tract conveyed to Pauline Trost, in deed dated March 13, 1984, recorded in Volume 1051, Pages 849-868, Deed Records of Webb County, Texas, being the southwest corner of Tract 9 of this partition, for an exterior corner hereof;

SHEET 1 OF 2



CONTINUATION:

THENCE, S **89°48'46"** W, along an existing barbed wire fence line with the north boundary line of said Pauline Trost tract, also being the common line of said Surveys 364 and 1322, a distance of **609.27 FEET**, to a found 4-inch cedar fence corner post, at the northwest corner of said Survey 364, Abstract 933, also being an interior corner of said Survey 1322, Abstract 2348, the northwest corner of said Pauline Trost tract, for an interior corner hereof;

THENCE, S **00°14'20"** E, along an existing fence line with the west boundary line of Survey 364, Abstract 933, being common to the southernmost east line of said Survey 1322, Abstract 2348, also being the upper west boundary line of said Pauline Trost tract, a distance of **1,765.16 FEET**, to a found 4-inch cedar fence corner post, being the lower southeast corner of said Survey 1322, also being the Northeast corner of said Survey 365 and an interior corner of said Pauline Trost tract, for the Southeast corner hereof;

THENCE, S **89°46'04"** W, along an existing fence line with the north boundary line of said Pauline Trost tract, being the ostensible north line of said Survey 365, a distance of **4,225.61 FEET**, to the *Point of Beginning*, containing

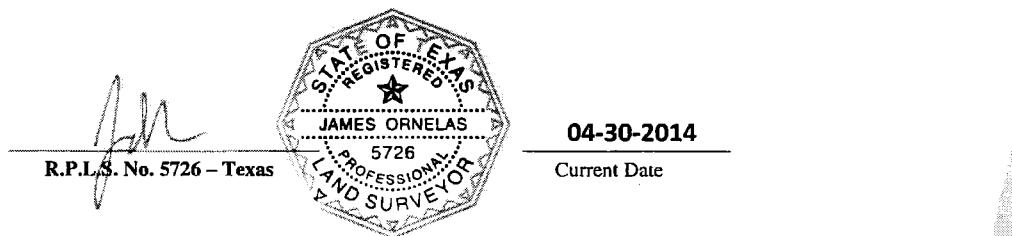
Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Zone (4205).

Monuments Held: A found $\frac{1}{2}$ -inch iron rod on the south right of way line of Camino Colombia Road, being the easterly point of tangency of a curve, and a found $\frac{5}{8}$ -inch iron rod with Carter & Burgess cap, being a break on said south right of way line of Camino Colombia Road.

Called: S $89^{\circ}46'46"$ E ~ 5,310.61'

Measured: S $89^{\circ}46'39"$ E ~ 5,310.17'

I, James Ornelas, Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying Plat correctly represents the results of a survey made on the ground under my supervision and direction.



SHEET 2 OF 2



**FIELD NOTES
FOR
TRACT 9
151.09 ACRES
WEBB COUNTY, TEXAS**

A tract of land containing 151.09 acres, more or less, (149.74 acres fenced), out of the "Hill Ranch", called to contain 5,297.32 acres, conveyed to Guillermo Benavides Garza Land and Cattle Company, LTD. in deed dated December 27, 1972, recorded in Volume 430, Pages 288-291, Deed Records of Webb County, Texas. This Tract 9 being out of Survey 1322, G.R.R.Co., Abstract 2348 and Survey 302, J. Poitevent, Abstract 2347, Webb County, Texas, and being more particularly described as follows:

BEGINNING at a found 3-inch steel post on the west right of way line of the Union Pacific Railroad, at its intersection with the common line between said Survey 302, Abstract 2347 and Survey 361, A.B. & M., Abstract 831, for the Southeast corner hereof;

THENCE, S 89°48'46" W, generally along an existing barbed wire fence line with said common line between Survey 302 and Survey 361, and between said Survey 1322 and Survey 364, A.B. & M. Abstract 933, a distance of **5,714.76 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, being an exterior corner of Tract 8 of this partition, for the Southwest corner hereof;

THENCE, N 00°49'14" W, generally along an existing barbed wire fence line, being the common boundary line of this tract and said Tract 8, a distance of **1,192.81 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap on the south right of way line of Camino Colombia Road, conveyed to Camino Colombia Inc. in deed dated May 12, 1999, recorded in Volume 767, Pages 868-877, Deed Records of Webb County, Texas, being the northeast corner of said Tract 8, for the Northwest corner hereof;

THENCE, N 89°46'39" E, (Deed call is N 89°46'46" E), along the south right of way line of said Camino Colombia Road, a distance of **4,104.69 FEET**, to a found $\frac{5}{8}$ -inch iron rod with Carter & Burgess cap, which bears N 02°16'29" E ~ 21.02 feet from a found 4-inch steel post at a fence break, for a deflection right;

THENCE, S 79°46'28" E, (Deed call is S 79°47'51" E) continuing along said south right of way line of Camino Colombia Road, a distance of **721.72 FEET**, to a found $\frac{5}{8}$ -inch iron rod, for a deflection right;

THENCE, S 68°49'26" E, (Deed call is S 68°46'15" E) continuing along said south right of way line of Camino Colombia Road, passing a fence crossing at a distance of 638.83 feet, continuing for a total distance of **645.61 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap, being the southeast corner of the Third Tract, also being the southwest corner of Tract 2, described in said Camino Colombia Inc. deed, for a deflection left;

THENCE, S 74°41'50" E, (Deed call is S 74°41'40" E), generally along an existing deer fence line, a distance of **523.25 FEET**, to a set $\frac{1}{2}$ -inch iron rod with Howland cap on the west right of way line of the Union Pacific Railroad, being the southeast corner of said Tract 2 described in the Camino Colombia Inc. deed, for the Northeast corner hereof;

THENCE, S 15°22'11" W, (Deed call is S 15°18'20" W), along an existing barbed wire fence line with the west right of way line of Union Pacific Railroad, a distance of **716.14 FEET**, to the **Point of Beginning**, containing 151.09 acres of land, more or less.

SHEET 1 OF 2



CONTINUATION:

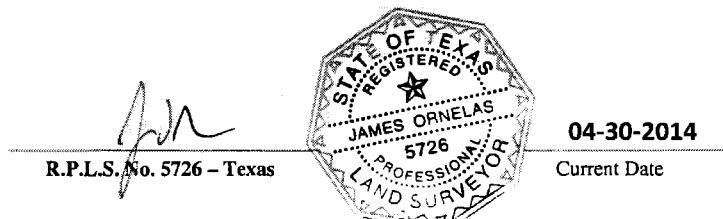
Basis of Bearings: G.P.S. Coordinates, N.A.D. 27, Texas State Plane South Zone (4205).

Monuments Held: A found $\frac{1}{2}$ -inch iron rod on the south right of way line of Camino Colombia Road, being the easterly point of tangency of a curve, and a found $\frac{5}{8}$ -inch iron rod with Carter & Burgess cap, being a break on said south right of way line of Camino Colombia Road.

Called: S 89°46'46" E ~ 5,310.61'

Measured: S 89°46'39" E ~ 5,310.17'

I, James Ornelas, Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying Plat correctly represents the results of a survey made on the ground under my supervision and direction.



R.P.L.S. No. 5726 – Texas

SHEET 2 OF 2